

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

C.A. NO. 03-12502 NMG

HARTFORD FIRE INSURANCE COMPANY, )  
Plaintiff, )  
v. )  
EASTERN CONTRACTORS, INC., )  
Defendant/Third-Party Plaintiff )  
v. )  
CITY OF LAWRENCE, CITY OF FALL RIVER )  
and FREETOWN/LAKEVILLE REGIONAL )  
SCHOOL DISTRICT, )  
Third-Party Defendants )

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**EASTERN CONTRACTORS, INC.'S INITIAL DISCLOSURE TO  
PLAINTIFF HARTFORD FIRE INSURANCE COMPANY**

Pursuant to Rule 26(a) of the Federal Rules of Civil Procedure, counsel for Defendant, Eastern Contractors, Inc. ("Eastern"), submits the following to Plaintiff, Hartford Fire Insurance Company (Hartford), as Eastern's initial disclosure:

As the Complaint in this matter reveals, the dispute between Hartford Fire Insurance Company and Eastern Contractors, Inc. involves seven (7) separate public construction projects. Each construction project involved distinct disputes between Hartford and Eastern which will submit initial disclosures for each project including information pertaining to representatives of Hartford and Eastern but also project owners, architects and, to the extent necessary, subcontractors on each project. Documents will be identified by generic description and will be made available for inspection and copying upon request pursuant to F.R.C.P 34, subject to all applicable privileges.

1. Freetown/Lakeville Middle School Project

A. Witness Information- The following is a list of witnesses who may be likely to have discoverable information concerning claims and defenses of Eastern in relation to this project. Eastern will supplement this list with additional information as it becomes available.

- Ramesh Motwane, c/o Eastern Contractors, Inc., 571 Union Avenue, Framingham, Massachusetts; 508-820-4401.
- Courtney Lackard, c/o Eastern Contractors, Inc., 571 Union Avenue, Framingham, Massachusetts; 508-820-4401.
- Suresh Bhatia, formerly employed by Eastern Contractors, Inc., address will be supplemented.
- Steven Kehoe, c/o Eastern Contractors, Inc., 571 Union Avenue, Framingham, Massachusetts; 508-820-4401.
- John Rugman, c/o Eastern Contractors, Inc., 571 Union Avenue, Framingham, Massachusetts; 508-820-4401.
- Richard Marks, c/o Daedulus Projects, Inc., 112 South Street, Boston, MA 02111; 617-451-2717.
- Dan Tavares, c/o Kaestle Boos Associates, Inc., 124 Grove Street, Franklin, MA 02038; 508-520-9928.
- Dennis Flynn, Former Superintendent Freetown/Lakeville School District, c/o 96 Howland Road, Lakeville, MA 02347.

- Robert Souza, Freetown/Lakeville Public Schools, 98 Howland Road, Lakeville, MA 02347.
- A. Raymond Quinn, Sitec Environmental Inc.; 12 Willbe Road, New Bedford, MA 02745.
- Thomas J. Denny, c/o Peabody Construction Company, Inc., 530 Granite Street, Braintree, MA 02184.
- Rick Noblett, c/o Lovett-Silverman Consulting Engineers, contact information will be supplemented.

B. Discoverable Documents

- Contract documents including general contract and technical specifications, addenda, general and supplementary conditions, subcontracts between Eastern and S & R, Plans, Drawings, sketches, submittals from S & R regarding materials and products, shop drawings and related general contract construction documents.
- Correspondence between Eastern and S & R Construction and Hartford concerning performance of work, nonconformity of certain work items, demands for performance, communications concerning Architect/Engineer objection and rejection of work performed; job meeting notes, minutes of subcontractor meetings, payment requisitions, summaries and reports from consulting engineers and construction managers regarding

nonconforming and/or defective work, notifications to Hartford and its completing subcontractor regarding damages caused to adjoining buildings by negligent and nonconforming work performed by Hartford and its completing subcontractors; invoices, expense summaries, payroll reports, charges and work orders relating to costs of correction of defective and nonconforming work; payment requisitions and job cost accounting records.

- Correspondence and other communications from the project Owner to Eastern either directly or through its architects, consultants and engineers regarding defective and nonconforming work performed by S & R and/or Hartford and its completing contractors.
- Photographs taken by or at the direction of Eastern, or which otherwise came into Eastern's possession, custody or control relating to defective and nonconforming work discovered after abandonment of the contract by Hartford's principal, S & R Construction.
- Cost estimates, summaries of expenses, certified payroll reports and business records concerning costs incurred in correcting defective and nonconforming work and other damages sustained.

C. Computation of Damages. Eastern's costs to correct defective, deficient and nonconforming work of S & R and Hartford Fire Insurance Company as well as its completing contractors, exceeds \$450,000, which amounts include costs of labor, materials, supplies and equipment utilized to correct nonconforming and defective work, oversight, supervision, engineering, direct overhead, profit and other expenses incurred in undertaking such corrective work. In addition thereto, Eastern will advance a claim for extended unabsorbed home office expense in an amount to be further calculated but currently estimated to exceed \$255,000; Eastern will also seek damages for attorneys' fees incurred in connection with the default of S&R and the failures of Hartford to fulfill its obligations under the performance bonds and costs and expenses incurred in the course of investigation and response to Owner claims as well as interest on costs expended to correct defective and nonconforming work. A summary of the damage computation identified by categories of damages claimed is attached hereto, documentation to support such damage claims will be made available for inspection pursuant to Rule 34.

2. South Street School Project, Waltham, Massachusetts

A. Witness Information. The following is a list of witnesses who may be likely to have discoverable information concerning claims and defenses of Eastern in relation to this project. Eastern will supplement this list with additional information as it becomes available.

- Ramesh Motwane, c/o Eastern Contractors, Inc., 571 Union Avenue, Framingham, Massachusetts; 508-820-4401.
- Shirly LaPierre, c/o Eastern Contractors, Inc., 571 Union Avenue, Framingham, Massachusetts; 508-820-4401.
- Frank Marino, c/o Eastern Contractors, Inc., 571 Union Avenue, Framingham, Massachusetts; 508-820-4401.
- Steven Kehoe, c/o Eastern Contractors, Inc., 571 Union Avenue, Framingham, Massachusetts; 508-820-4401.
- John Rugman, c/o Eastern Contractors, Inc., 571 Union Avenue, Framingham, Massachusetts; 508-820-4401.
- Project Architect Earl Flansburgh & Associates, 77 North Washington Street, Boston, MA 02114.

B. Discoverable Documents

- Contract documents including general contract and technical specifications, addenda, general and supplementary conditions, subcontracts between Eastern and S & R, Plans, Drawings, sketches, submittals from S & R regarding materials and products, shop drawings and related general contract construction documents.
- Correspondence between Eastern and S & R Construction and Hartford concerning performance of work, nonconformity of certain work items, demands for performance, communications concerning Architect/Engineer

objection and rejection of work performed; job meeting notes, minutes of subcontractor meetings, payment requisitions, summaries and reports from consulting engineers and construction managers regarding nonconforming and/or defective work, notifications to Hartford and its completing subcontractor regarding damages caused to adjoining work by negligent and nonconforming work performed by Hartford and its completing subcontractors; invoices, expense summaries, payroll reports, charges and work orders relating to costs of correction of defective and nonconforming work; payment requisitions and job cost accounting records.

- Correspondence and other communications from the project Owner to Eastern either directly or through its architects, consultants and engineers regarding defective and nonconforming work performed by S & R and/or Hartford and its completing contractors.
- Photographs taken by or at the direction of Eastern, or which otherwise came into Eastern's possession, custody or control relating to defective and nonconforming work discovered after abandonment of the contract by Hartford's principal, S & R Construction.

- Cost estimates, summaries of expenses, certified payroll reports and business records concerning costs incurred in correcting defective and nonconforming work and other damages sustained.

C. Computation of Damages. Eastern's costs to correct defective, deficient and nonconforming work of S & R and Hartford Fire Insurance Company as well as its completing contractors, exceeds \$286,000, which amounts include costs of labor, materials, supplies and equipment utilized to correct nonconforming and defective work, oversight, supervision, engineering, direct overhead, profit and other expenses incurred in undertaking such corrective work. In addition thereto, Eastern will advance a claim for extended unabsorbed home office expense in an amount to be calculated further but currently estimated to exceed \$259,000; Eastern will also seek damages for attorneys' fees incurred in connection with the default of S&R and the failures of Hartford to fulfill its obligations under the performance bonds and costs and expenses incurred in the course of investigation and response to Owner claims, as well as interest upon amounts expended to correct defective and nonconforming work . A summary of the damage computation identified by categories of damages claimed is attached hereto, documentation to support such damage claims will be made available for inspection pursuant to Rule 34.

D.



3. Fall River - Spencer Borden and Greene Schools

A. Witness Information. The following is a list of witnesses who may be likely to have discoverable information concerning claims and defenses of Eastern in relation to this project. Eastern will supplement this list with additional information as it becomes available.

- Ramesh Motwane, c/o Eastern Contractors, Inc., 571 Union Avenue, Framingham, Massachusetts; 508-820-4401.
- Michael Gearan, c/o Eastern Contractors, Inc., 571 Union Avenue, Framingham, Massachusetts; 508-820-4401.
- Steven Kehoe, c/o Eastern Contractors, Inc., 571 Union Avenue, Framingham, Massachusetts; 508-820-4401.
- John Rugman, c/o Eastern Contractors, Inc., 571 Union Avenue, Framingham, Massachusetts; 508-820-4401.
- Jorge Figuriedo, Mt Vernon Group Architects, 47 North Second Street, New Bedford, MA 02740; 508-991-7500.
- Moreice & Gary Landscape Architects, 56 Roland Street, Charlestown, MA. 02129; 617-776-7600.

B Discoverable Documents

- Contract documents including general contract and technical specifications, addenda, general and supplementary conditions, subcontracts between Eastern and S & R, Plans, Drawings, sketches, submittals from S & R regarding

materials and products, shop drawings and related general contract construction documents.

- Correspondence between Eastern and S & R Construction and Hartford concerning performance of work, nonconformity of certain work items, demands for performance, communications concerning Architect/Engineer objection and rejection of work performed; job meeting notes, minutes of subcontractor meetings, payment requisitions, summaries and reports from consulting engineers and construction managers regarding nonconforming and/or defective work, notifications to Hartford and its completing subcontractor regarding damages caused to adjoining work by negligent and nonconforming work performed by Hartford and its completing subcontractors; invoices, expense summaries, payroll reports, charges and work orders relating to costs of correction of defective and nonconforming work; payment requisitions and job cost accounting records.
- Correspondence and other communications from the project Owner to Eastern either directly or through its architects, consultants and engineers regarding defective and nonconforming work performed by S & R and/or Hartford and its completing contractors.

- Photographs taken by or at the direction of Eastern, or which otherwise came into Eastern's possession, custody or control relating to defective and nonconforming work discovered after abandonment of the contract by Hartford's principal, S & R Construction.
- Cost estimates, summaries of expenses, certified payroll reports and business records concerning costs incurred in correcting defective and nonconforming work and other damages sustained.

C. Computation of Damages. Eastern's costs to correct defective, deficient and nonconforming work of S & R and Hartford Fire Insurance Company as well as its completing contractors, exceeds \$373,000, which amounts include costs of labor, materials, supplies and equipment utilized to correct nonconforming and defective work, oversight, supervision, engineering, direct overhead, profit and other expenses incurred in undertaking such corrective work. In addition thereto, Eastern will advance a claim for extended unabsorbed home office expense in an amount to be calculated further but currently estimated to exceed \$377,000; Eastern will also seek damages for attorneys' fees incurred in connection with the default of S&R and the failures of Hartford to fulfill its obligations under the performance bonds and costs and expenses incurred in the course of investigation and response to Owner claims, as well as interest upon amounts expended to correct defective and non-

conforming work . A summary of the damage computation identified by categories of damages claimed is attached hereto, documentation to support such damage claims will be made available for inspection pursuant to Rule 34.

4. Wetherbee School, Lawrence, Massachusetts

A Witness Information. The following is a list of witnesses who may be likely to have discoverable information concerning claims and defenses of Eastern in relation to this project. Eastern will supplement this list with additional information as it becomes available.

- Ramesh Motwane, c/o Eastern Contractors, Inc., 571 Union Avenue, Framingham, Massachusetts; 508-820-4401.
- Tom Kmiec, c/o Eastern Contractors, Inc., 571 Union Avenue, Framingham, Massachusetts; 508-820-4401.
- Suresh Bhatia, formerly employed by Eastern Contractors, Inc., address will be supplemented.
- Shirlie LaPierre; c/o Eastern Contractors, Inc., 571 Union Avenue, Framingham, Massachusetts; 508-820-4401.
- Frank Marino, c/o Eastern Contractors, Inc., 571 Union Avenue, Framingham, Massachusetts; 508-820-4401.
- David Capaldo, Design Partnership of Cambridge, Inc., 500 Rutherford Ave., Charlestown, MA 02129.
- PCC Corp., Excavation Contractors, P. O. Box 517, Rochester, MA 02770; 508-990-0375.

- Dante Cornelio, c/o Eastern Contractors, Inc., 571 Union Avenue, Framingham, Massachusetts; 508-820-4401.

B. Discoverable Documents

- i. Contract documents including general contract and technical specifications, addenda, general and supplementary conditions, subcontracts between Eastern and S & R, Plans, Drawings, sketches, submittals from S & R regarding materials and products, shop drawings and related general contract construction documents.
- ii. Correspondence between Eastern and S & R Construction and Hartford concerning performance of work, nonconformity of certain work items, demands for performance, communications concerning Architect/Engineer objection and rejection of work performed; job meeting notes, minutes of subcontractor meetings, payment requisitions, summaries and reports from consulting engineers and construction managers regarding nonconforming and/or defective work, notifications to Hartford and its completing subcontractor regarding damages caused to adjoining work by negligent and nonconforming work performed by Hartford and its completing subcontractors; invoices, expense summaries, payroll reports, charges and work orders relating to costs

- of correction of defective and nonconforming work;  
payment requisitions and job cost accounting records.
- iii. Correspondence and other communications from the project Owner to Eastern either directly or through its architects, consultants and engineers regarding defective and nonconforming work performed by S & R and/or Hartford and/or its completing contractors.
  - iv. Photographs taken by or at the direction of Eastern, or which otherwise came into Eastern's possession, custody or control relating to defective and nonconforming work discovered after abandonment of the contract by Hartford's principal, S & R Construction.
  - v. Cost estimates, summaries of expenses, certified payroll reports and business records concerning costs incurred in correcting defective and nonconforming work and other damages sustained.
- C. Computation of Damages. Eastern's costs to correct defective, deficient and nonconforming work of S & R and Hartford Fire Insurance Company as well as its completing contractors, exceeds \$1,152,950, which amounts include costs of labor, materials, supplies and equipment utilized to correct nonconforming and defective work, oversight, supervision, engineering, direct overhead, profit and other claims asserted by

the Project Owner for actual costs and expenses claimed as damages incurred as a result of extended project duration relating to the failure of S & R Construction and Hartford to undertake timely such corrective work. In addition thereto, Eastern will advance a claim for extended unabsorbed home office expense in an amount to be further calculated but currently estimated to exceed \$119,826; Eastern will also seek damages for attorneys' fees incurred in connection with the default of S&R and the failures of Hartford to fulfill its obligations under the performance bonds and costs and expenses incurred in the course of investigation and response to Owner claims as well as interest on costs expended to correct defective and nonconforming work. A summary of the damage computation identified by categories of damages claimed is attached hereto, documentation to support such damage claims will be made available for inspection pursuant to Rule 34.

5. New Bedford - Normandin School

A. Witness Information. The following is a list of witnesses who may be likely to have discoverable information concerning claims and defenses of Eastern in relation to this project. Eastern will supplement this list with additional information as it becomes available.

- Ramesh Motwane, c/o Eastern Contractors, Inc., 571 Union Avenue, Framingham, Massachusetts; 508-820-4401.

- Steven Kirby, c/o Eastern Contractors, Inc., 571 Union Avenue, Framingham, Massachusetts; 508-820-4401.
- Amol Prabhu, c/o Eastern Contractors, Inc., 571 Union Avenue, Framingham, Massachusetts; 508-820-4401.
- Steven Kehoe, c/o Eastern Contractors, Inc., 571 Union Avenue, Framingham, Massachusetts; 508-820-4401.
- John Rugman, c/o Eastern Contractors, Inc., 571 Union Avenue, Framingham, Massachusetts; 508-820-4401.
- Project Architect Mount Vernon Group, 92 Montvale Avenue, Stoneham, MA. 02180; 508- 991-7500.

B. Discoverable Documents

- Contract documents including general contract and technical specifications, addenda, general and supplementary conditions, subcontracts between Eastern and S & R, Plans, Drawings, sketches, submittals from S & R regarding materials and products, shop drawings and related general contract construction documents.
- Correspondence between Eastern and S & R Construction and Hartford concerning performance of work, nonconformity of certain work items, demands for performance, communications concerning Architect/Engineer objection and rejection of work performed; job meeting notes, minutes of subcontractor meetings, payment



requisitions, summaries and reports from consulting engineers and construction managers regarding nonconforming and/or defective work, notifications to Hartford and its completing subcontractor regarding damages caused to adjoining work by negligent and nonconforming work performed by S&R; invoices, expense summaries, payroll reports, charges and work orders relating to costs of correction of defective and nonconforming work; payment requisitions and job cost accounting records.

- Correspondence and other communications from the project Owner to Eastern either directly or through its architects, consultants and engineers regarding defective and nonconforming work performed by S & R and/or Hartford and its completing contractors.
- Photographs taken by or at the direction of Eastern, or which otherwise came into Eastern's possession, custody or control relating to defective and nonconforming work discovered after abandonment of the contract by Hartford's principal, S & R Construction.
- Cost estimates, summaries of expenses, certified payroll reports and business records concerning costs incurred in correcting defective and nonconforming work and other damages sustained.

C. Computation of Damages. Eastern's costs to correct defective, deficient and nonconforming work of S & R and failure to perform by Hartford Fire Insurance Company, exceeds \$323,000, which amounts include costs of labor, materials, supplies and equipment utilized to correct nonconforming and defective work, oversight, supervision, engineering, direct overhead, profit and other expenses incurred in undertaking such corrective work. In addition thereto, Eastern will advance a claim for extended unabsorbed home office expense in an amount to be calculated further but currently estimated to exceed \$284,000; Eastern will also seek damages for attorneys' fees incurred in connection with the default of S&R and the failures of Hartford to fulfill its obligations under the performance bonds and costs and expenses incurred in the course of investigation and response to Owner claims, as well as interest upon amounts expended to correct defective and nonconforming work. A summary of the damage computation identified by categories of damages claimed is attached hereto, documentation to support such damage claims will be made available for inspection pursuant to Rule 34.

6. Lynnfield

A Witness Information. The following is a list of witnesses who may be likely to have discoverable information concerning claims and defenses of Eastern in relation to this project. Eastern will supplement this list with additional information as it becomes available.

- i. Ramesh Motwane, c/o Eastern Contractors, Inc., 571 Union Avenue, Framingham, Massachusetts; 508-820-4401.
- ii. Michael Gearan, c/o Eastern Contractors, Inc., 571 Union Avenue, Framingham, Massachusetts; 508-820-4401.
- iii. Frank Marino, c/o Eastern Contractors, Inc., 571 Union Avenue, Framingham, Massachusetts; 508-820-4401.
- iv. Steven Kehoe, c/o Eastern Contractors, Inc., 571 Union Avenue, Framingham, Massachusetts; 508-820-4401.
- v. John Rugman, c/o Eastern Contractors, Inc., 571 Union Avenue, Framingham, Massachusetts; 508-820-4401.
- vi. Project Architect - Architecture Involution LLC, 286 Boston Post Road, Wayland, MA 01778; 508-358-0790.

B Discoverable Documents

- vii. Contract documents including general contract and technical specifications, addenda, general and supplementary conditions, subcontracts between Eastern and S & R, Plans, Drawings, sketches, submittals from S & R regarding materials and products, shop drawings and related general contract construction documents.
- viii. Correspondence between Eastern and S & R Construction and Hartford concerning performance of work, nonconformity of certain work items, demands for performance, communications concerning Architect/Engineer objection and rejection of work

performed; job meeting notes, minutes of subcontractor meetings, payment requisitions, summaries and reports from consulting engineers and construction managers regarding nonconforming and/or defective work, notifications to Hartford and its completing subcontractor regarding damages caused to adjoining work by negligent and nonconforming work performed by Hartford and its completing subcontractors; invoices, expense summaries, payroll reports, charges and work orders relating to costs of correction of defective and nonconforming work; payment requisitions and job cost accounting records.

- ix. Correspondence and other communications from the project Owner to Eastern either directly or through its architects, consultants and engineers regarding defective and nonconforming work performed by S & R and/or Hartford and its completing contractors.
- x. Photographs taken by or at the direction of Eastern, or which otherwise came into Eastern's possession, custody or control relating to defective and nonconforming work discovered after abandonment of the contract by Hartford's principal, S & R Construction.
- xi. Cost estimates, summaries of expenses, certified payroll reports and business records concerning costs incurred in

correcting defective and nonconforming work and other damages sustained.

- b. Computation of Damages. Eastern's costs to correct defective, deficient and nonconforming work of S & R and Hartford Insurance Fire Company as well as its completing contractors, exceeds \$381,000, which amounts include costs of labor, materials, supplies and equipment utilized to correct nonconforming and defective work, oversight, supervision, engineering, direct overhead, profit and other expenses incurred in undertaking such corrective work. In addition thereto, Eastern will advance a claim for extended unabsorbed home office expense in an amount to be calculated further but currently estimated to exceed \$180,000; Eastern will also seek damages for attorneys' fees incurred in connection with the default of S&R and the failures of Hartford to fulfill its obligations under the performance bonds and costs and expenses incurred in the course of investigation and response to Owner claims, as well as interest upon amounts expended to correct defective and nonconforming work. A summary of the damage computation identified by categories of damages claimed is attached hereto, documentation to support such damage claims will be made available for inspection pursuant to Rule 34.

Defendant Eastern Contractors, Inc.  
By its attorneys,



Edward J. Quinlan, Esq., BBO# 409060

David T. Keenan, Esq., BBO# 567325

Quinlan & Sadowski, P.C.

11 Vanderbilt Avenue, Suite 250

Norwood, MA 02062-5056

Phone: 781-440-9909

Fax: 781-440-9979

Dated: 11-19-2004

I hereby certify that a true copy of the foregoing  
document was served on the attorney of record for  
each party in this action, by mail, postage  
paid, on 11-19-04  
EJR

ECI VS. HARTFORD INSURANCE COMPANY  
CLAIM SUMMARY 11-04

	LYNNFIELD	NEW BEDFORD	FALL RIVER	LAWRENCE/ WETHERBEE	FREETOWN	WALTHAM	TOTALS
	DEFECTIVE WORK ONLY	DEFECTIVE WORK ONLY	DEFECTIVE & INCOMPLETE WORK	DEFECTIVE & INCOMPLETE WORK	DEFECTIVE & INCOMPLETE WORK	DEFECTIVE & INCOMPLETE WORK	
Original Contract	\$1,487,000.00	\$1,450,000.00	\$1,648,000.00	\$1,050,000.00	\$1,770,000.00	\$1,065,000.00	\$8,470,000.00
Approved CO's	\$163,095.00	\$295,145.00	\$774,938.00	\$254,262.41	\$320,432.00	\$1,721,235.69	\$3,529,108.10
Revised Contract	\$1,650,095.00	\$1,745,145.00	\$2,422,938.00	\$1,304,262.41	\$2,090,432.00	\$2,786,235.69	\$11,999,108.10
ECI Claim	\$381,588.31	\$323,168.45	\$373,725.03	\$1,214,522.28	\$492,471.49	\$288,833.21	\$3,074,308.77
Eichleay Formula	\$185,421.20	\$284,554.00	\$377,130.08	\$284,554.00	\$255,554.03	\$259,657.46	\$1,646,870.77
Interest Owed	\$91,966.11	\$90,509.02	\$162,678.42	\$80,147.00	\$213,955.79	\$146,063.82	\$785,320.16
PROJECT CLAIM	\$658,975.62	\$698,231.47	\$913,533.53	\$1,579,223.28	\$961,981.31	\$694,554.49	TOTAL CLAIM \$5,506,499.70